

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:

LAWRENCE L. HERB, JR.

NO. 1-18-bk-02872 HWV
Chapter 13

CAB EAST LLC/FORD MOTOR CREDIT CO. LLC

RESPONSE TO MOTION
TO LIFT STAY

V.

LAWRENCE L. HERB, JR., Debtor

Charles DeHart, III, Trustee

RESPONSE OF DEBTOR, LAWRENCE L. HERB, JR., TO MOTION OF
CAB EAST, LLC/FORD MOTOR CREDIT COMPANY, LLC
FOR RELIEF FROM THE AUTOMATIC STAY

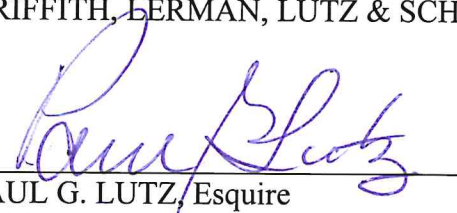
1. Admitted.
2. Admitted.
3. Admitted. To the extent that paragraph 3 of Movant's Motion refers to an attached document, the document speaks for itself.
4. Admitted. To the extent that paragraph 4 of Movant's Motion refers to an attached document, the document speaks for itself.
5. Denied. The vehicle continues to be fully insured by the Debtor.
6. Admitted in part, denied in part. Debtor admits that the lease was assumed in Debtor's confirmed Chapter 13 Plan. It is denied that Debtor has failed to provide adequate protection of Movant's interest in the vehicle.
7. Denied. Debtor lacks sufficient information in order to respond to the allegation set forth in paragraph 7 of Movant's Motion and the same is therefore denied.

8. Admitted in part, denied in part. It is admitted that by its terms the lease expired on March 3, 2020. It is denied that Debtor has no right to possession of the vehicle. To the contrary, by the terms of the lease the Debtor has the right to purchase the vehicle outright at the end of the lease term.
9. Denied. It is denied that there is no equity in the vehicle or the lease for the Debtor or the estate; it is further denied that the vehicle is not necessary for the Debtor's effective reorganization.
10. Admitted. It is admitted that the Debtor has yet to surrender the vehicle to Ford Credit, however, the Debtor has in good faith pursued to exercise his option under the lease agreement to purchase the vehicle outright.
11. Denied. It is denied that Debtor is liable to Ford Credit for any post confirmation administrative expenses for use and possession of the vehicle.

WHEREFORE, Debtor, Lawrence L. Herb, Jr. prays this Honorable Court to enter an Order denying the Motion of CAB East, LLC/ Ford Motor Credit Company, LLC for relief from the automatic stay under Bankruptcy Code Section 362a and grant the Debtor such other relief as is just and equitable.

GRIFFITH, LERMAN, LUTZ & SCHEIB

By:


PAUL G. LUTZ, Esquire
ID 39901
Attorney for Debtor
110 South Northern Way
York, PA 17402
plutz@gslsc.com
(717) 757-7602

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on June 26, 2020, he served a true and correct copy of the Response of Debtor, Lawrence L. Herb, Jr., to Motion for Relief under the Automatic Stay of Cab East, LLC/Ford Motor Credit Company, LLC by United States Mail, First Class, Certified, Return Receipt Requested, postage prepaid and electronic filing if available on the following:

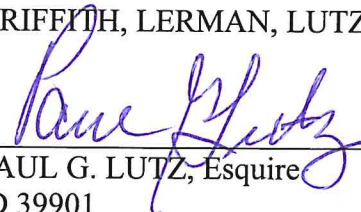
Charles J. DeHart, III, Trustee
8125 Adams Avenue, Suite A
Hummelstown PA 17036

Howard Gershman, Esquire
610 York Road, Suite 200
Jenkintown PA 19046

Lawrence L. Herb, Jr.
3513 Turnberry Drive
Chambersburg PA 17202

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By:


PAUL G. LUTZ, Esquire
ID 39901
Attorney for Debtor
110 South Northern Way
York, PA 17402
plutz@gslsc.com
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